

USAID Grant Agreement No. 306-06-20

AMENDMENT NUMBER TWENTY

TO THE STRATEGIC OBJECTIVE GRANT AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA

AND

THE ISLAMIC REPUBLIC OF AFGHANISTAN (IRoA)

FOR

**THE STRATEGIC OBJECTIVE OF A DEMOCRATIC GOVERNMENT WITH BROAD
CITIZEN PARTICIPATION**

Dated as of: December 15, 2009

AMENDMENT NUMBER TWENTY

TO

THE STRATEGIC OBJECTIVE GRANT AGREEMENT

AMENDMENT NUMBER TWENTY TO THE STRATEGIC OBJECTIVE GRANT AGREEMENT between the Government of the United States of America, acting through the United States Agency for International Development ("USAID"), and the Government of the Islamic Republic of Afghanistan (hereinafter referred to as the "Grantee" or the "GIROA"), acting through the Ministry of Finance, dated as of December 15, 2009.

WHEREAS, the Grantee and USAID entered into a Strategic Objective Grant Agreement ("SOAG") for the Strategic Objective of "A Democratic Government with Broad Citizen Participation" (USAID Grant Agreement No. SOAG-306-06-00) dated September 19, 2005 and subsequently amended that SOAG on:

- September 30, 2005 (Amendment No. 1);
- April 6, 2006 (Amendment No. 2);
- May 11, 2006 (Amendment No. 3);
- June 28, 2006 (Amendment No. 4);
- September 18, 2006 (Amendment No. 5);
- April 07, 2007 (Amendment No. 6);
- July 2, 2007 (Amendment No. 7);
- July 23, 2007 (Amendment No. 8);
- September 19, 2007 (Amendment No. 9);
- September 30, 2007 (Amendment No. 10);
- April 10, 2008 (Amendment No. 11);
- June 22, 2008 (Amendment No. 12);
- August 27, 2008 (Amendment No. 13);
- September 21, 2008 (Amendment No. 14);
- September 25, 2008 (Amendment No. 15);
- January 05, 2009 (Amendment No. 16)
- April 19, 2009 (Amendment No. 17);
- May 25, 2009 (Amendment No. 18 through PIL # 10); and,
- September 2009 (Amendment No 19).

The SOAG so amended is referred to hereinafter as the "Agreement."

WHEREAS, USAID and the Grantee desire to further amend the Agreement to: (a) increase the USAID contribution by **Seventy One Million Eight Hundred Ninety-Eight Thousand only** United States ("U.S") Dollars (**U.S. \$71,898,000.00**); and (b) update the illustrative financial plan to reflect certain adjustments and to cross reference and cross-walk the original SOAG budget information against the new USAID standardized program budget structure.

WHEREAS, USAID and GIROA acknowledge that programming decisions for the use of these funds shall be made in coordination with the appropriate Ministry, and such decisions shall be recorded in Project Implementation Letters (PILs) with countersignatures by the relevant Minister and the Minister of Finance.

NOW, THEREFORE, the Parties hereto hereby agree that the Agreement shall be amended as follows:

1. The first sentence in Section 3.1(a) of the Agreement is deleted in its entirety and the following substituted in lieu thereof: "(a) The Grant. To help achieve the Objective set forth in this Agreement, USAID, pursuant to the Foreign Assistance Act of 1961, as amended, hereby grants to the Grantee under the terms of this Agreement not to exceed **Eight Hundred Eighty-Six Million Nine Hundred Forty-Eight Thousand and Two Hundred Two United States (U.S.) Dollars (U.S.\$ 886,948,202.00)** (the 'Grant')."
2. The first sentence in paragraph (b) of Section 3.1 of the Agreement is deleted in its entirety and the following substituted in lieu thereof: "(b) Total Estimated USAID Contribution. USAID's total estimated contribution to achievement of the Objective will be U.S. \$886,948,202, which will be provided in increments."
3. The paragraph in Section 4 (a) of the Agreement is deleted in its entirety (to extend the completion date from December 31, 2010 to December 31, 2011) and the following is substituted in Lieu thereof: "The completion date, which is December 31, 2011, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all the activities necessary to achieve the Objective and Intermediate Result will be completed".
4. The illustrative financial plan set forth in Attachment 1 to Annex 1 to the Agreement is deleted and the updated illustrative financial plan attached hereto as Attachment A and Attachment B to this Amendment is substituted in lieu thereof.

Except as further amended herein, all other terms and conditions of the Agreement remain in full force and effect. Capitalized terms not defined in this Amendment shall have the meanings ascribed thereto in the Agreement. This Amendment is prepared in both English and Dari. In the event of ambiguity or conflict between the two versions, the English language version will control.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representatives, sign this Amendment Number Twenty in their names and deliver it on the day, month and year written above.

FOR THE UNITED STATES OF AMERICA

By:

Name: William M. Frej
Title: Mission Director
USAID/Afghanistan

FOR THE ISLAMIC REPUBLIC OF
AFGHANISTAN

By:

Name: Omar Zakhilwal, Ph.D.
Title: Minister of Finance

ILLUSTRATIVE FINANCIAL PLAN FOR FY 2005 TO FY 2010

Amendment No. 20

In Thousands of U.S. Dollars

Objective and Activities	Amount Obligated prior to Amendment No. 20	Amount Obligated in Amendment No. 20	Cumulative Obligations in FY 2005 - FY 2009 *	Amount Remaining to be Obligated/Realigned in FY 2009 - FY 2010 **	Total Estimated Contribution ***
A DEMOCRATIC GOVERNMENT WITH BROAD CITIZEN PARTICIPATION USAID Grant Agreement No. SOAG-306-06-00					
Build Capacity of the Formal Justice System****	76,716	8,000	84,716	-	84,716
Strengthen Election and Political Process ****	323,077	3,398	326,475	-	326,475
Strengthen Institutions for Good Governance****	358,603	53,500	412,103	-	412,103
Increase the Presence and Performance of the Non-government Sector*****	53,136	7,000	60,136	-	60,136
USAID Program Support	3,518	-	3,518	-	3,518
TOTAL OBJECTIVE 6:	815,050	71,898	886,948	-	886,948

NOTE * -- References to "FY" refer to the USG fiscal year

NOTE ** -- These funds are subject to the availability of funds to USAID and the other conditions set forth in Section 3.1 (b) of the Agreement.

NOTE *** -- Total Estimated Contribution after proposed realignments.

NOTE **** -- The illustrative financial plan previously included a line item for "Pre-existing Mortgages"; however, the funds in that line item are now included in the relevant programmatic line items indicated above

ILLUSTRATIVE FINANCIAL PLAN FOR FY 2005 TO FY 2010
Amendment No. 20
In Thousands of U.S. Dollars

	Program Area	Old Activity/Intermediate Results (IR) Title	Amount Obligated prior to Amendment No. 20	Amount Obligated in Amendment No. 20	Cumulative Obligations in FY 2005 - FY 2009*	Amount Remaining to be Obligated/Realigned in FY 2009 - FY 2010**	Total Estimated Contribution
RATIC GOVERNMENT WITH BROAD CITIZEN PARTICIPATION nt Agreement No. SOAG-306-06-00							
Justifiably	1	Rule of Law & Human Rights	77,010	7,500	84,510	-	84,510
	2	Good Governance					
	3	Political Competition & Consensus-Building	371,249	49,500	420,749	-	420,749
	4	Civil Society	323,372	2,898	326,270	-	326,270
it	1	Program Design and Learning					
	2	Administration and Oversight	Good Governance				
	2		Rule of Law & Human Rights				
	2		Good Governance				
	2		Political Competition & Consensus-Building				
TOTAL OBJECTIVE 6:			815,050	71,898	886,948	-	886,948

*References to "FY" refer to the USG fiscal year.
 **These funds are subject to the availability of funds to USAID and the other conditions set forth in Section 3.1 (b) of the Agreement